

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LARITA BARNES,)	
)	
Plaintiff,)	
)	
v.)	No. 10-CV-507-TDL-FHM
)	
CITY OF TULSA, OKLAHOMA,)	
a municipal corporation;)	
BRANDON JAY McFADDEN,)	
individually; and)	
JEFF HENDERSON, individually,)	
)	
Defendants.)	

JOURNAL ENTRY OF JUDGMENT UPON AGREED SETTLEMENT

NOW ON this 4th day of February, 2014, this matter comes before the undersigned Judge. Plaintiff, Larita Barnes, appears by and through her attorney of record, Mark D. Lyons; Defendant Jeff Henderson, appears by and through his attorney of record, Anthony L. Allen; and Defendant City of Tulsa, appears by and through its attorneys of record, Gerald M. Bender, City of Tulsa Litigation Division Manager and Guy A. Fortney.

The Court, has reviewed the allegations set forth in Plaintiff's Complaint, and has been advised that the judgment proceeds being paid by the City of Tulsa on behalf of the Defendants City of Tulsa and Jeff Henderson to the Plaintiff herein are to be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment. The Court has further been advised that the City's Mayor has authorized entry of a compromise settlement in the sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00) and the Court being

satisfied that Plaintiff fully understands the nature of this action with regard to its finality which precludes additional or further compensation for damages arising from the occurrence of the event identified in Plaintiff's Complaint and, upon being further advised by Plaintiff that it is her desire to settle the entirety of all claims and causes of action relating to the events identified in her Complaint, including costs and fees, upon payment to her benefit in the sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the parties hereto;

2. That Plaintiff for herself and in her representative capacity is fully aware of her rights in this matter and it is Plaintiff's desire to compromise her right to trial by jury;

3. That per the terms stated in the Settlement Agreement and Release, Plaintiff desires to accept as full, final and complete settlement the sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00), for any and all damages, losses, fees and expenses sustained as a result of the events identified in Plaintiff's Complaint;

4. That this settlement is not an admission that Jeff Henderson and/or the Defendant City, its officers, employees or agents, violated the constitutional rights of the Plaintiff or was in any way negligent, but is solely a recognition of the uncertainty of trial;

5. The Plaintiff has agreed, and understands that in consideration of the terms set out herein, that being good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby acting of her own free will and voluntarily does hereby generally and fully release the Defendants Jeff Henderson and the City of Tulsa, from any and all demands, causes of action, or suits whatsoever, both known and unknown, in law or in equity, arising from or related to the events described in the Plaintiff's Complaint;

6. The Plaintiff has also agreed, and understands that in consideration of the terms set out herein, that being good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, hereby acting of her own free will and voluntarily does hereby generally and fully release the City of Tulsa, its successors in interest, elected officials, officers, employees, and agents, and the named Defendants, City of Tulsa and Jeff Henderson, and each of them, from any and all demands, causes of action, or suits whatsoever, both known and unknown, in law or in equity, arising from or related to the events described in Plaintiff's Complaint;

7. That by agreement of the parties, the City's payment to her will stand as full compensation to the Plaintiff in her personal and representative capacity and preclude any further or separate action by the Plaintiff or those she represents against Jeff Henderson and/or the City, its elected officials, officers, employees or agents, arising from or related to the events described in Plaintiff's Complaint;

8. The City's Mayor has formally authorized settlement of the Plaintiff's lawsuit in the sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00);

9. That all parties request this court to approve and finalize their mutual settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiff for herself and in her representative capacity, per the terms of the Settlement Agreement and Release, have and recover from the City, the total sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00), as full, final and complete compensation for any and all damages, losses, fees, and expenses incurred or sustained incident to the events described in Plaintiff's Complaint and that said damages shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment.

IT IS FURTHER ORDERED BY THE COURT that Plaintiff's claims against Defendants, Jeff Henderson and the City of Tulsa are dismissed with prejudice, and that payment to the Plaintiff by the City will preclude any further or separate action by Plaintiff against Jeff Henderson and/or the City, any elected official, officer, employee or agent of the Defendant City, arising from or pertaining to the events described in Plaintiff's Complaint.

Entered this 4th day of February, 2014.


TIM LEONARD
United States District Judge

APPROVED AS TO FORM AND CONTENT:

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